

UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH DAKOTA
WESTERN DIVISION

FILED

MAY 21 2019

Matthew J. [Signature]
CLERK

UNITED STATES OF AMERICA,

Plaintiff,

vs.

ROBERT RODNEY BLAND,

Defendant.

CR 5:19-cr-50071

REDACTED INDICTMENT

WIRE FRAUD
18 U.S.C. § 1343

THEFT OF GOVERNMENT
PROPERTY
18 U.S.C. § 641

FORFEITURE

The Grand Jury charges:

WIRE FRAUD

(18 U.S.C. § 1343)

Overview of the GSA Fleet Program

1. The General Services Administration (GSA) is responsible for maintaining a fleet of approximately 210,000 vehicles. This includes leasing vehicles to federal agencies as well as providing a mechanism for agencies to fuel and provide necessary maintenance and repairs for these vehicles. With the exception of a very limited number of customer agencies who provide their own fuel and maintenance, a majority of GSA customers are under a "rate structure" lease. This means that fuel and maintenance is built into the cost of the lease.

2. GSA contracts with a company named WEX, Inc. (WEX), which provides vehicle leasees and drivers with a credit card that they use to purchase

fuel, maintenance, and necessary repairs to their leased vehicles. The credit cards are referred to as WEX cards. The WEX cards are assigned to specific vehicles via a six digit number on the face of the cards that matches the license plate number on the leased vehicle (also referred to as the government tag number). GSA WEX cards operate similar to standard credit cards; however, what makes them different from standard credit cards is that they are specific to and are only authorized to be used on the vehicles they are assigned to.

3. When fuel, maintenance, or repairs are needed for a GSA-leased vehicle, the driver uses the vehicle's WEX card to pay for this. When purchasing fuel, the driver is required to enter the vehicle's mileage and the correct six-digit card/government tag number into the pump's electronic payment system or at the gas station counter. Maintenance vendors can also charge the WEX card for repairs \$100 or less and they also have to enter the vehicle's mileage and the correct six-digit card/government tag number in order to receive payment for the repairs.

4. There are some vendors that do not take WEX cards and/or are not able to process WEX cards as a form of payment. When this happens, the vendor is required to contact WEX or GSA's Maintenance and Control Center (MCC) to obtain payment. If the repair is \$100 or less, the vendor is directed to a WEX operator, who provides them with payment via a centrally billed MasterCard. If the repair is over \$100, the vendor is directed to the MCC, who requires the vendor to obtain approval of the repair prior to the work being done and then the

MCC issues the vendor payment via a centrally billed MasterCard after the repair is completed.

5. GSA has a division referred to as the Loss Prevention Team (LPT), which conducts analytical reviews of the GSA-leased vehicles and their associated WEX cards in order to safeguard the fleet program and look for potential fraud and misuse within the program. The LPT uses GSA and WEX databases to look for irregularities and patterns of potential misuse within the fleet program. When they find instances of potential fraud or misuse, they refer these matters to the GSA Office of Inspector General (OIG) for review, which could result in an audit or an investigation.

Overview of the Scheme and Artifice to Defraud

6. At all times relevant to this Indictment, the defendant, Robert Rodney Bland, was a resident of South Dakota and was the sole owner of Motive Magic Mobile Windshield Repair (Motive Magic) located in Rapid City, South Dakota.

7. From March 2010 through April 2018, Bland, as the sole owner of Motive Magic maintained a business repairing and replacing windshields. As part of his business, Bland would travel to the location of GSA vehicles to conduct repairs. Bland also maintained a physical location as a repair shop where he would occasionally repair windshields, but the majority of his business was traveling to the location of the vehicle to make onsite repairs.

8. In May 2017, a LPT specialist with GSA sent a referral to the GSA OIG in Denver, Colorado, regarding suspicious activity involving a GSA WEX card vendor named Motive Magic. The LPT specialist had performed an audit on GSA fleet vehicles and became concerned when she noticed Motive Magic had the second largest amount of windshield repairs in the country. The LPT specialist believed this to be odd since Motive Magic was located in Rapid City, South Dakota, where there was not a large concentration of GSA vehicles. The only vendor that had more windshield repairs than Motive Magic was the Nationwide company, Safelite AutoGlass.

9. In order for a vendor to bill for a repair on a GSA vehicle, WEX requires the following information:

- (a) The vendor's WEX Site ID (also referred to as vendor number);
- (b) GSA government tag number that the supposed repair was done on;
- (c) Amount of repair (as long as it was \$100 or less);
- (d) Odometer reading; and
- (e) Type of repair.

10. Motive Magic did not accept WEX cards. Between March 25, 2011, and April 6, 2018, Motive Magic used two payment processing services in order to bill GSA/WEX for repairs. To accomplish this, Motive Magic had to call these repairs into WEX in order to get paid via a centrally-billed MasterCard. All Motive Magic had to do was call WEX, give them the required information listed in paragraph 9 above, and then WEX would pay as long as the total amount of the

repair was \$100 or less. If the repair was over \$100, the call was handled by a GSA Transportation Specialist at GSA's MCC and this person handled the payment to the vendor.

11. Beginning in or about March 2011, and continuing through in or about April 2018, Bland devised and intended to devise a scheme and artifice to defraud the GSA and enrich himself. As part of the scheme and artifice to defraud, Bland would bill for numerous windshield rock chip repairs and receive compensation from GSA for those repairs without actually performing the repair.

Manner and Means of the Scheme to Defraud

Theft of Funds

12. Bland, as the sole owner of Motive Magic, performed windshield repairs for several federal agencies in South Dakota that leased GSA fleet vehicles, including, but not limited to, the Department of Interior (the Bureau of Indian Affairs and the Office of the Special Trustee for American Indians), the Department of Health and Human Services, the Army Corps of Engineers, the Department of the Army, and the Department of the Air Force.

13. Between March 2011 and April 2018, Bland billed GSA for rock chip repairs that he never performed on GSA fleet vehicles. In furtherance of the scheme and artifice to defraud, Bland would obtain the relevant information for a particular GSA vehicle leased by a federal agency. After obtaining the information, Bland would fill out Motive Magic invoices and then bill GSA through WEX. Bland would consistently charge \$25.00 for each rock chip repair

and would frequently bill multiple claimed rock chip repairs at one time for the same windshield.

14. The majority of the time, the agency which leased the GSA vehicle was unaware that the claimed repair had been billed to GSA because Bland would not notify the agency representative or provide invoices to the agency before or after billing for a claimed repair.

15. In order to obtain payment for the claimed repairs, Bland would then call WEX to obtain a centrally billed MasterCard number, including the card number, the expiration date, and the three digit security code on the back of the card. In order to get the MasterCard number, Bland provided the information specific to the GSA vehicle he had claimed to perform a repair(s) on to the WEX representative (as specified in paragraph 9 above). After receiving the MasterCard number, the expiration date, and the three digit security number, Bland would then use a payment processing service to bill the MasterCard for the claimed repair(s).

16. Bland would generate a Motive Magic invoice for every billing which contained information specific to the claimed repair, including identification of the vehicle being repaired and a description of the repair. The information written on the invoice was the specific information that was required by WEX in order to bill for a repair (as specified in paragraph 9 above). Bland maintained the majority of the invoices for his business records.

17. Between November 29, 2017, and August 7, 2018, a random sampling of 18 vehicles was examined to determine whether the total number of claimed rock chip repairs was accurate. The total amount that Bland billed for rock chip repairs on these 18 vehicles (after any windshield replacement was done) was approximately \$10,400.00, which would have been 416 rock chips at \$25 per repair. An inspection of each of these vehicles suggested that out of all of these billings that Bland claimed to have performed repairs on, only approximately 22 repairs had actually been performed. Additionally, on one vehicle (2013 Dodge Grand Caravan, VIN: [REDACTED] Count 17 below) Bland billed for five repairs that were done after the vehicle's inspection. Bland, therefore, fraudulently billed GSA and was compensated for approximately 389 repairs he had never performed. As a result, Bland fraudulently obtained more than \$9,500.00 in funds he was not entitled to receive.

WIRE FRAUD

(18 U.S.C. § 1343)

18. All of the allegations set forth in paragraphs 1-17 inclusive are hereby realleged and incorporated by reference as though fully set forth herein.

COUNT 1

On or about between March 25, 2011, and December 12, 2017, in the District of South Dakota and elsewhere, the defendant, Robert Rodney Bland, devised the above-described scheme and artifice to defraud and for obtaining

money and property by means of false and fraudulent pretenses, representations and promises, and for the purposes of executing such scheme and artifice to defraud and attempting to do so, unlawfully, willfully, and knowingly did cause to be transmitted by means of wire communications in interstate commerce writings, signs, signals and sounds, to wit, the defendant, Robert Rodney Bland, did fraudulently bill for approximately 24 rock chip repairs he never performed on a 2009 Jeep Grand Cherokee Laredo, Vehicle Identification Number (VIN): [REDACTED], leased to the Department of Interior (Office of the Special Trustee for American Indians) totaling approximately \$600.00 and had the payment for those fraudulent repairs deposited into a bank account that he controlled at Black Hills Federal Credit Union, which funds rightfully belonged to GSA, all in violation of 18 U.S.C. § 1343.

COUNT 2

On or about between August 30, 2013, and August 30, 2017, in the District of South Dakota and elsewhere, the defendant, Robert Rodney Bland, devised the above-described scheme and artifice to defraud and for obtaining money and property by means of false and fraudulent pretenses, representations and promises, and for the purposes of executing such scheme and artifice to defraud and attempting to do so, unlawfully, willfully, and knowingly did cause to be transmitted by means of wire communications in interstate commerce writings, signs, signals and sounds, to wit, the defendant, Robert Rodney Bland, did fraudulently bill for approximately 12 rock chip repairs he never performed

on a 2013 Ford Focus SE, VIN: [REDACTED], leased to the Department of Health and Human Services, totaling approximately \$300.00 and had the payment for those fraudulent repairs deposited into a bank account that he controlled at Black Hills Federal Credit Union, which funds rightfully belonged to GSA, all in violation of 18 U.S.C. § 1343.

COUNT 3

On or about between May 4, 2014, and September 21, 2017, in the District of South Dakota and elsewhere, the defendant, Robert Rodney Bland, devised the above-described scheme and artifice to defraud and for obtaining money and property by means of false and fraudulent pretenses, representations and promises, and for the purposes of executing such scheme and artifice to defraud and attempting to do so, unlawfully, willfully, and knowingly did cause to be transmitted by means of wire communications in interstate commerce writings, signs, signals and sounds, to wit, the defendant, Robert Rodney Bland, did fraudulently bill for approximately 22 rock chip repairs he never performed on a 2013 Ford Focus SE, VIN: [REDACTED], leased to the Department of Health and Human Services, totaling approximately \$550.00 and had the payment for those fraudulent repairs deposited into a bank account that he controlled at Black Hills Federal Credit Union, which funds rightfully belonged to GSA, all in violation of 18 U.S.C. § 1343.

COUNT 4

On or about between July 17, 2016, and March 6, 2018, in the District of South Dakota and elsewhere, the defendant, Robert Rodney Bland, devised the above-described scheme and artifice to defraud and for obtaining money and property by means of false and fraudulent pretenses, representations and promises, and for the purposes of executing such scheme and artifice to defraud and attempting to do so, unlawfully, willfully, and knowingly did cause to be transmitted by means of wire communications in interstate commerce writings, signs, signals and sounds, to wit, the defendant, Robert Rodney Bland, did fraudulently bill for approximately 13 rock chip repairs he never performed on a 2016 Ford Focus SE, VIN: [REDACTED], leased to the Department of the Army, totaling approximately \$325.00 and had the payment for those fraudulent repairs deposited into a bank account that he controlled at Black Hills Federal Credit Union, which funds rightfully belonged to GSA, all in violation of 18 U.S.C. § 1343.

COUNT 5

On or about between April 4, 2017, and March 16, 2018, in the District of South Dakota and elsewhere, the defendant, Robert Rodney Bland, devised the above-described scheme and artifice to defraud and for obtaining money and property by means of false and fraudulent pretenses, representations and promises, and for the purposes of executing such scheme and artifice to defraud and attempting to do so, unlawfully, willfully, and knowingly did cause to be

transmitted by means of wire communications in interstate commerce writings, signs, signals and sounds, to wit, the defendant, Robert Rodney Bland, did fraudulently bill for approximately 14 rock chip repairs he never performed on a 2016 Dodge Grand Caravan, VIN: [REDACTED] leased to the Department of the Army, totaling approximately \$350.00 and had the payment for those fraudulent repairs deposited into a bank account that he controlled at Black Hills Federal Credit Union, which funds rightfully belonged to GSA, all in violation of 18 U.S.C. § 1343.

COUNT 6

On or about between September 16, 2014, and December 28, 2017, in the District of South Dakota and elsewhere, the defendant, Robert Rodney Bland, devised the above-described scheme and artifice to defraud and for obtaining money and property by means of false and fraudulent pretenses, representations and promises, and for the purposes of executing such scheme and artifice to defraud and attempting to do so, unlawfully, willfully, and knowingly did cause to be transmitted by means of wire communications in interstate commerce writings, signs, signals and sounds, to wit, the defendant, Robert Rodney Bland, did fraudulently bill for approximately 69 rock chip repairs he never performed on a 2013 Chevrolet Equinox LT, VIN: [REDACTED] leased to the Department of the Air Force, totaling approximately \$1,725.00 and had the payment for those fraudulent repairs deposited into a bank account that he

controlled at Black Hills Federal Credit Union, which funds rightfully belonged to GSA, all in violation of 18 U.S.C. § 1343.

COUNT 7

On or about between December 27, 2015, and April 6, 2018, in the District of South Dakota and elsewhere, the defendant, Robert Rodney Bland, devised the above-described scheme and artifice to defraud and for obtaining money and property by means of false and fraudulent pretenses, representations and promises, and for the purposes of executing such scheme and artifice to defraud and attempting to do so, unlawfully, willfully, and knowingly did cause to be transmitted by means of wire communications in interstate commerce writings, signs, signals and sounds, to wit, the defendant, Robert Rodney Bland, did fraudulently bill for approximately 13 rock chip repairs he never performed on a 2013 Dodge Grand Caravan, VIN: [REDACTED] leased to the Department of Health and Human Services, totaling approximately \$325.00 and had the payment for those fraudulent repairs deposited into a bank account that he controlled at Black Hills Federal Credit Union, which funds rightfully belonged to GSA, all in violation of 18 U.S.C. § 1343.

COUNT 8

On or about between April 26, 2016, and December 28, 2017, in the District of South Dakota and elsewhere, the defendant, Robert Rodney Bland, devised the above-described scheme and artifice to defraud and for obtaining money and property by means of false and fraudulent pretenses, representations

and promises, and for the purposes of executing such scheme and artifice to defraud and attempting to do so, unlawfully, willfully, and knowingly did cause to be transmitted by means of wire communications in interstate commerce writings, signs, signals and sounds, to wit, the defendant, Robert Rodney Bland, did fraudulently bill for approximately 17 rock chip repairs he never performed on a 2013 Chevrolet Equinox LT, VIN [REDACTED] leased to the Department of the Air Force, totaling approximately \$425.00 and had the payment for those fraudulent repairs deposited into a bank account that he controlled at Black Hills Federal Credit Union, which funds rightfully belonged to GSA, all in violation of 18 U.S.C. § 1343.

COUNT 9

On or about between July 16, 2014, and March 27, 2018, in the District of South Dakota and elsewhere, the defendant, Robert Rodney Bland, devised the above-described scheme and artifice to defraud and for obtaining money and property by means of false and fraudulent pretenses, representations and promises, and for the purposes of executing such scheme and artifice to defraud and attempting to do so, unlawfully, willfully, and knowingly did cause to be transmitted by means of wire communications in interstate commerce writings, signs, signals and sounds, to wit, the defendant, Robert Rodney Bland, did fraudulently bill for approximately 13 rock chip repairs he never performed on a 2014 Dodge Grand Caravan, VIN: [REDACTED], leased to the Department of the Army, totaling approximately \$325.00 and had the payment

for those fraudulent repairs deposited into a bank account that he controlled at Black Hills Federal Credit Union, which funds rightfully belonged to GSA, all in violation of 18 U.S.C. § 1343.

COUNT 10

On or about between December 14, 2015, and March 27, 2018, in the District of South Dakota and elsewhere, the defendant, Robert Rodney Bland, devised the above-described scheme and artifice to defraud and for obtaining money and property by means of false and fraudulent pretenses, representations and promises, and for the purposes of executing such scheme and artifice to defraud and attempting to do so, unlawfully, willfully, and knowingly did cause to be transmitted by means of wire communications in interstate commerce writings, signs, signals and sounds, to wit, the defendant, Robert Rodney Bland, did fraudulently bill for approximately 12 rock chip repairs he never performed on a 2016 Chevrolet Colorado, VIN: [REDACTED], leased to the Department of the Army, totaling approximately \$300.00 and had the payment for those fraudulent repairs deposited into a bank account that he controlled at Black Hills Federal Credit Union, which funds rightfully belonged to GSA, all in violation of 18 U.S.C. § 1343.

COUNT 11

On or about between January 26, 2016, and December 12, 2017, in the District of South Dakota and elsewhere, the defendant, Robert Rodney Bland, devised the above-described scheme and artifice to defraud and for obtaining

money and property by means of false and fraudulent pretenses, representations and promises, and for the purposes of executing such scheme and artifice to defraud and attempting to do so, unlawfully, willfully, and knowingly did cause to be transmitted by means of wire communications in interstate commerce writings, signs, signals and sounds, to wit, the defendant, Robert Rodney Bland, did fraudulently bill for approximately 11 rock chip repairs he never performed on a 2015 IC School Bus, VIN: [REDACTED], leased to the Department of Interior (Bureau of Indian Affairs), totaling approximately \$275.00 and had the payment for those fraudulent repairs deposited into a bank account that he controlled at Black Hills Federal Credit Union, which funds rightfully belonged to GSA, all in violation of 18 U.S.C. § 1343.

COUNT 12

On or about between April 9, 2013, and June 9, 2015, in the District of South Dakota and elsewhere, the defendant, Robert Rodney Bland, devised the above-described scheme and artifice to defraud and for obtaining money and property by means of false and fraudulent pretenses, representations and promises, and for the purposes of executing such scheme and artifice to defraud and attempting to do so, unlawfully, willfully, and knowingly did cause to be transmitted by means of wire communications in interstate commerce writings, signs, signals and sounds, to wit, the defendant, Robert Rodney Bland, did fraudulently bill for approximately 17 rock chip repairs he never performed on a 2013 IC School Bus, VIN: [REDACTED], leased to the Department of

Interior (Bureau of Indian Affairs), totaling approximately \$425.00 and had the payment for those fraudulent repairs deposited into a bank account that he controlled at Black Hills Federal Credit Union, which funds rightfully belonged to GSA, all in violation of 18 U.S.C. § 1343.

COUNT 13

On or about between May 19, 2015, and March 6, 2018, in the District of South Dakota and elsewhere, the defendant, Robert Rodney Bland, devised the above-described scheme and artifice to defraud and for obtaining money and property by means of false and fraudulent pretenses, representations and promises, and for the purposes of executing such scheme and artifice to defraud and attempting to do so, unlawfully, willfully, and knowingly did cause to be transmitted by means of wire communications in interstate commerce writings, signs, signals and sounds, to wit, the defendant, Robert Rodney Bland, did fraudulently bill for approximately 11 rock chip repairs he never performed on a 2015 IC School Bus, VIN: [REDACTED], leased to the Department of Interior (Bureau of Indian Affairs), totaling approximately \$275.00 and had the payment for those fraudulent repairs deposited into a bank account that he controlled at Black Hills Federal Credit Union, which funds rightfully belonged to GSA, all in violation of 18 U.S.C. § 1343.

COUNT 14

On or about between June 28, 2014, and December 12, 2017, in the District of South Dakota and elsewhere, the defendant, Robert Rodney Bland,

devised the above-described scheme and artifice to defraud and for obtaining money and property by means of false and fraudulent pretenses, representations and promises, and for the purposes of executing such scheme and artifice to defraud and attempting to do so, unlawfully, willfully, and knowingly did cause to be transmitted by means of wire communications in interstate commerce writings, signs, signals and sounds, to wit, the defendant, Robert Rodney Bland, did fraudulently bill for approximately 19 rock chip repairs he never performed on a 2014 IC School Bus, VIN: [REDACTED] leased to the Department of Interior (Bureau of Indian Affairs), totaling approximately \$475.00 and had the payment for those fraudulent repairs deposited into a bank account that he controlled at Black Hills Federal Credit Union, which funds rightfully belonged to GSA, all in violation of 18 U.S.C. § 1343.

COUNT 15

On or about between November 7, 2013, and March 6, 2018, in the District of South Dakota and elsewhere, the defendant, Robert Rodney Bland, devised the above-described scheme and artifice to defraud and for obtaining money and property by means of false and fraudulent pretenses, representations and promises, and for the purposes of executing such scheme and artifice to defraud and attempting to do so, unlawfully, willfully, and knowingly did cause to be transmitted by means of wire communications in interstate commerce writings, signs, signals and sounds, to wit, the defendant, Robert Rodney Bland, did fraudulently bill for approximately 31 rock chip repairs he never performed on a

2013 IC School Bus, VIN: [REDACTED], leased to the Department of Interior (Bureau of Indian Affairs), totaling approximately \$775.00 and had the payment for those fraudulent repairs deposited into a bank account that he controlled at Black Hills Federal Credit Union, which funds rightfully belonged to GSA, all in violation of 18 U.S.C. § 1343.

COUNT 16

On or about between April 16, 2013, and September 21, 2017, in the District of South Dakota and elsewhere, the defendant, Robert Rodney Bland, devised the above-described scheme and artifice to defraud and for obtaining money and property by means of false and fraudulent pretenses, representations and promises, and for the purposes of executing such scheme and artifice to defraud and attempting to do so, unlawfully, willfully, and knowingly did cause to be transmitted by means of wire communications in interstate commerce writings, signs, signals and sounds, to wit, the defendant, Robert Rodney Bland, did fraudulently bill for approximately 12 rock chip repairs he never performed on a 2013 IC School Bus, VIN: [REDACTED], leased to the Department of Interior (Bureau of Indian Affairs), totaling approximately \$300.00 and had the payment for those fraudulent repairs deposited into a bank account that he controlled at Black Hills Federal Credit Union, which funds rightfully belonged to GSA, all in violation of 18 U.S.C. § 1343.

COUNT 17

On or about between November 25, 2013, and November 22, 2017, in the District of South Dakota and elsewhere, the defendant, Robert Rodney Bland, devised the above-described scheme and artifice to defraud and for obtaining money and property by means of false and fraudulent pretenses, representations and promises, and for the purposes of executing such scheme and artifice to defraud and attempting to do so, unlawfully, willfully, and knowingly did cause to be transmitted by means of wire communications in interstate commerce writings, signs, signals and sounds, to wit, the defendant, Robert Rodney Bland, did fraudulently bill for approximately 35 rock chip repairs he never performed on a 2013 Dodge Grand Caravan, VIN: [REDACTED] leased to the Department of Health and Human Services, totaling approximately \$875.00 and had the payment for those fraudulent repairs deposited into a bank account that he controlled at Black Hills Federal Credit Union, which funds rightfully belonged to GSA, all in violation of 18 U.S.C. § 1343.

COUNT 18

On or about between July 21, 2015, and November 27, 2017, in the District of South Dakota and elsewhere, the defendant, Robert Rodney Bland, devised the above-described scheme and artifice to defraud and for obtaining money and property by means of false and fraudulent pretenses, representations and promises, and for the purposes of executing such scheme and artifice to defraud and attempting to do so, unlawfully, willfully, and knowingly did cause

to be transmitted by means of wire communications in interstate commerce writings, signs, signals and sounds, to wit, the defendant, Robert Rodney Bland, did fraudulently bill for approximately 44 rock chip repairs he never performed on a 2015 Chevrolet Equinox, VIN: [REDACTED] leased to the Army Corp. of Engineers, totaling approximately \$1,100.00 and had the payment for those fraudulent repairs deposited into a bank account that he controlled at Black Hills Federal Credit Union, which funds rightfully belonged to GSA, all in violation of 18 U.S.C. § 1343.

COUNT 19

On or about between March 25, 2011, and April 6, 2018, in the District of South Dakota, the defendant, Robert Rodney Bland, willfully and knowingly did embezzle, steal, purloin, and knowingly convert to his own use money of the General Services Administration, a department and agency of the United States, namely payments made for windshield rock chip repairs which he knew he was not entitled, having a value in excess of \$1,000, all in violation of 18 U.S.C. § 641.

FORFEITURE ALLEGATION AS TO COUNTS 1 THROUGH 18

1. The allegations contained in Counts 1 through 18 of this Indictment/Information are hereby realleged and incorporated by reference for the purpose of alleging forfeitures pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).

2. Upon conviction of the offense[s] in violation of Title 18, United

States Code, Section 1343 set forth in Counts 1 through 18 of this Indictment/Information, the defendant, Robert Bland, shall forfeit to the United States of America, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to the offense(s). The property to be forfeited includes, but is not limited to, the following: vehicles purchased with criminal proceeds.

3. If any of the property, as a result of any act or omission of the defendant:

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third party;
- c. has been placed beyond the jurisdiction of the court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be divided without difficulty, the United States of America shall be entitled to forfeiture of substitute property pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c).

A TRUE BILL:

Name Redacted

Foreperson

RONALD A. PARSONS, JR.
UNITED STATES ATTORNEY

By: Matthew N. Pri